Technical Bid

Office of the Executive Engineer

BENGALURU SMART CITY LIMITED
30/1, 3rd & 4th Floor, ~~3rd Floor,~~ Thimmaiah ~~Rd, Millers~~Road, Millers Tank Bund Area, Vasanth Nagar, Bengaluru, Karnataka 560052

TENDER FOR THE WORK OF

PLACEMAKING MARATHON 5.0 AT LALBAGH CIRCLE WEST GATE ENTRY
And NATIONAL GAMES VILLAGE KORAMANGALA
On Item Rate Basis under Two Cover System

Tenderer

Executive Engineer
BenSCL

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BENGALURU Smart City Limited

No. EE-2/TEND/01/2023–24

Office of the Executive Engineer
30/1, 3rd & 4th Floor,~~3rd Floor,~~ Thimmaiah ~~Rd, Millers~~Road, Millers Tank Bund Area,
Vasanth Nagar, Bengaluru,
Karnataka 560052

INVITATION FOR TENDER (IFT)
(Two cover system)
(Short Term Tender Notification)
(Through **GOK http://kppp.karnataka.gov.in** only)

1. The Government of Karnataka vide G.O. No. UDD 389 MNY 2023, Bengaluru, dated 09-01-2024, has accorded approval in principle and sanctioned budget under GOK Scheme for taking up of the work listed below.
2. The Executive Engineer BenSCL, Bengaluru invites tenders on behalf of the Managing Director BenSCL from eligible Tenderers for the Construction Work detailed in the table below. The Tenderers may submit Tenders for the Work given in the table through e–Procurement Portal of the Government of Karnataka (viz. http://kppp.karnataka.gov.in). The Tenderers are advised to note the Minimum Qualification Criteria specified in Clause 3 of the Instructions to Tenderers to qualify for Award of the Contract as per Standard Bidding Document uploaded in the KPP Portal.
3. Tender Documents may be downloaded from the Karnataka Public Procurement Portal of the Government of Karnataka from 15-02-2024. .
4. Tenders must be accompanied by Earnest Money Deposit specified for the Work in the table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender Document and shall have to be valid for 90 days beyond the Validity of the Tender.
5. Tenders must be submitted online through KPP Portal on or before 17:30, hours on 23-02-2024 and the Opening of Tenders will be as per the KPP Portal Guidelines.

Tenderer

Executive Engineer
BenSCL

Technical Bid

6. Other Details can be seen in the Tender Document.

Name of the Work	Amount put to tender (Rs. In Lakh)	EMD (Rs. In Lakhs)	Cost of the tender form in Rs.	Period of Completion
PLACEMAKING MARATHON 5.0 AT LALBAGH CIRCLE WEST GATE ENTRY And NATIONAL GAMES VILLAGE KORAMANGALA	147.74	2.22 (1 lakh through KPPP and balance 1.22 through BG)	As per Karnataka Public Procurement Portal	2Months (including Monsoon Season)

NOTE:

1. Last date for receipt of queries is 19-02-2024 up to 17.30 hours in e-portal only
2. A Pre-Tender Meeting will be held on 21-02-2024 at 16:00 hours in the office of the Chief Engineer Bengaluru Smart City Limited to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Tenderers" of the Technical Bid Document.
3. Technical Bids will be opened on the website http://kppp.karnataka.gov.in in the office of the Chief Engineer BenSCL on 26-02-2024 at 17:30 hours.
4. Rates are inclusive of GST and not paid separately.
5. Aspiring Tenderers / Contractors who have not registered in e – Procurement should register before participating through the website http://kppp.karnataka.gov.in
6. Before Submission of Online Tenders, Tenderers must ensure that Scanned Copies of all the necessary Documents have been attached with the Tender.
7. All the Informations required for Tenders must be filled and submitted online.

Tenderer

Executive Engineer
BenSCL

8. For details, Registration and e–Payment visit GOK KPP Portal Website http://kppp.karnataka.gov.in or contact KPP Portal Helpdesk at 080 – 22441076.

Sd/-
Executive Engineer
Bengaluru Smart City limited
Bengaluru

Copy Submitted to:

1. M.D Bengaluru Smart City Limited.
2. Chief Engineer Bengaluru Smart City Limited for kind information.
3. CFO Bengaluru Smart City Limited for kind information.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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Technical Bid

Tenderer

Executive Engineer
BenSCL

A. General

1. Scope of Tender

1.1 The Bengaluru Smart City Limited (referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for the Construction of Works PLACEMAKING MARATHON 5.0 at LALBAGH CIRCLE WEST GATE ENTRY and NATIONAL GAMES VILLAGE KORAMANGALA Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka

2.2 **Tenders from Joint Ventures / Consortia are not acceptable.**

3. Qualification of the Tenderer

1 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

2 3.2 To qualify for Award of this Contract, each Tenderer in its name should have in the last five years i.e. 2018–19 to 2022–23

a. Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of **Rs. 2.95 Crores**. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023 – 24.

b. Should not have undergone Financial Loss in the last five Financial Years. In support of this, the Tenderer shall submit Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

c. Mandatorily satisfactorily completed, as Prime Contractor, at least one Similar Work of Value not less than **Rs. 0.74 Crores**. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid. Further, the value of the Completed Works of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023 – 24.

d. Executed in any one Financial Year, the following minimum quantities of Work.

Sl. No.	Description of key items of works	Unit	Qty
1	Earth work	Cum	365
2	Concrete work M15/M20	Cum	228
3	Wet mix Macadam	Cum	130

4	Paver Blocks/ Cobble Stones	Sqm	1753
5	Granite work	Sqm	119
6	Solid Block work	Sqm	253
7	Plastering Work	Sqm	450

In support of this, the Tenderer shall furnish Work done Certificate by mentioning the Executed Quantity in one Financial Year duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid.

3.3 Each Tenderer should further demonstrate

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished. Further, tenderer applying for more than one Package shall demonstrate the resource separately for each package. 1) Earthwork Excavator/JCB 1 nos own and 1 nos Lease/hire 2) Tipper 1 nos own and 1 nos Lease/hire 3) Plate Vibrator 1 nos Lease/hire4) Transit Mixer – 6 to 8 cum 1 nos Lease/hire

Sl. No.	**Equipment**	**No/Capacity**		**Evidence of Ownership to be furnished**
		Own	Lease/ Hire	
1	Earthwork Excavator/JCB	1 Nos.	1 Nos	Registration certificate with fitness certificate &T.C, issued by R.T.O
2	Tippers	1No	1 Nos	Registration certificate with fitness certificate &T.C, issued by R.T.O
3	Plate Vibrator	-	1 Nos.	Registration certificate with fitness certificate &T.C, issued by R.T.O
4	Transit Mixer – 6 to 8 cum	-	1Nos.	Ownership certificate/Lease Agreement

b. Liquid Assets and / or availability of Credit Facilities of no less than **Rs. 49.24 Lakhs** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement, etc.).

c. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

3.4 To qualify for this work for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.5 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderers Compliance with the Qualifying Criteria.

3.6 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed Available Tender Capacity = (A*N*1.5 – B)

Where

A = Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to 2023 –24 Price Level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Works for which Tenders are invited, i. e. 2 months.

B = Value, at 2023 – 24 Price Level, of existing commitments and on going works to be completed during the next 2 months.

Note: The Statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in Charge, not below the Rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above Criteria, they are subject to be disqualified if they have

- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures, etc. and / or
- Participated in the Previous Tender for the Same Work, had quoted Unreasonably High Tender Prices, and could not furnish Rational Justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. Cost of Tendering

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. Site Visit

6.1 The Tenderer at his own Responsibility and Risk is encouraged to visit and examine the Site of Works and its Surroundings and obtain all Information

that may be necessary for preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

B. Tender Documents

7. Content of Tender Documents

7.1 The Tender Documents shall have all the Sections given in Page 3.

8. Clarification of Tender Documents

8.1 **Refer Clause No. 8.2 below**.

8.2 **Pre Tender Meeting**

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will take place at the Office of the Executive Engineer, 30/1, 3rd & 4th Floor,~~3rd Floor, Thimmaiah Rd, Millers~~Road, Millers Tank Bund Area, Vasanth Nagar, Bengaluru, Karnataka 560052 on the date notified in IFT.

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any Questions in Writing or by KPP Portal to reach the Employer not later than the date notified in IFT.

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre Tender Meeting and the same will be displayed in the Website.

8.2.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

9. Amendment of Tender Documents

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.

9.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub

Clause 16.2 below.

C. Preparation of Tenders

10. Documents Comprising the Tender

10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

10.1.1 **Technical Bid**

a. Earnest Money Deposit.
b. Qualification Information as per Formats given in Section 3.

10.1.2 **Financial Bid**

a. The Tender (in the format indicated in Section 4).
b. Priced Bill of Quantities (Section 9).

and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. Tender Prices

11.1 The Contract shall be for the whole Works as described in Sub Clause 1.1, based on the Priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in Rates and Prices and Line Item Total (both in Figures and in Words) for all Items of the Works described in the Bill of Quantities along with Total Tender Price (both in Figures and in Words). **Items for which no Rate or Price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other Rates and Prices in the Bill of Quantities**.

11.3 All Duties, Taxes, and other Levies payable by the Contractor under the Contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer.

11.4 The Rates and Prices quoted by the Tenderer shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of Clause of the Conditions of Contract.

12. Tender Validity

12.1 Tenders shall remain valid for a period not less than One Hundred and Eighty (90) days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a shorter period shall be rejected by the Employer as Non Responsive.

12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in writing or by cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be

required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount, only **Rs.** 1.00 **Lakh** (Rupees **one Lakh only**) shall be paid in the Karnataka Public Procurement Portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / Scheduled Bank. Scanned Copy of BG shall be uploaded along with Technical Bid.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).
- E-Bank guarantee

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into Karnataka Public Procurement portal System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the Karnataka Public Procurement Portal System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the Karnataka Public Procurement Portal Website (http//**kppp.karnataka.gov.in/kppp**), the Tenderer will need to log into Karnataka Public Procurement Portal System, access the Tender for which

Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of Bank Guarantee from any Nationalised / Scheduled Bank valid for a period of not less than One Hundred and Thirty Five (135) days after the date of tender submission as specified in Clause 12. The scanned copy of the Bank Guarantee shall be uploaded with the Technical Bid. Further, the Original Bank Guarantee shall be submitted to the Office of the MANAGING DIRECTOR Bengaluru Smart City Limited, before the opening of Technical Bids.before the due date for opening of technical bid.

b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

14. Format and Signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorised to sign on behalf of the Tenderer. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

D. Submission of Tenders

15. Sealing and Marking of Tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of Karnataka Public Procurement Portal itself (http://kppp.karnataka.gov.in/kppp). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 7 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Executive Engineer Bengaluru Smart City. Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever asked by the Employer.

16. Deadline for Submission of the Tenders

16.1 Tenders must be received by the Employer at the Website Address specified above no later than the due dates specified in IFT.

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any tenderer trying to submit the Tender after Deadline will not be accepted in the Karnataka Public Procurement Portal.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Tender on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause,

or including in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenderers received in the Karnataka Public Procurement Portal in the Presence of the Tenderers or their Representatives who choose to attend before the due date for opening of technical bid in the Office of the Executive Engineer Bengaluru Smart City. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such Other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per Stipulations in ITT Clause and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bid of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid received in the Karnataka Public Procurement Portal containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bids will be opened at the Appointed Time and Location on the Next Working Day.

20.2 Deleted.

20.3 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.4 The Employer shall prepare Minutes of the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be Confidential

21.1 Information relating to the Examination, Clarification, Evaluation and Comparison of Tenders and Recommendations for the Award of a Contract

shall not be disclosed to Tenderers or any other Persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the Evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any Effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and Determination of Responsiveness

23.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender (a) has been properly signed; and (b) is Substantially Responsive to the Requirements of the Tender Documents.

23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer and may not subsequently be made Responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

24. Correction of Errors

24.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.

(a) Where there is a Discrepancy between the Rates in Figures and in Words, the Lower of the two will govern; and (b) where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by the Quantity, the Unit Rate as quoted will govern.

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount, the Tender will be rejected and the Earnest Money Deposit may be forfeited in

accordance with Sub Clause 13.7 (b).

25. Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows.

a. making any Correction for Errors pursuant to Clause 24; and

b. making appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the Right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.

25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the Conditions of Contract, during the Implementation of the Contract, will not be taken into account in Tender Evaluation.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

F. Award of Contract

26. Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) Qualified in accordance with the Provisions of Clause 3.

27. Employer has Right to accept any Tender and to reject any or All Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the Right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

28. Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e – mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 30 days following the Notification of Award along with the Letter of Acceptance. Within 7 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 Within 20 days of Receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker's Cheque / Demand Draft / Pay Order in favor of "The MANAGING DIRECTOR, Bengaluru Smart City Ltd" payable at Bengaluru or
- A Bank Guarantee or E-Bank Guarantee in the Form given in Section 10.
- Specified Small Saving Instruments pledged to "The MANAGING DIRECTOR, Bengaluru Smart City Ltd".

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

30. Advance Payment and Security

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as

stated in the Contract Data.

31. Corrupt or Fraudulent Practices

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer

a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.

b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

1.1 Constitution or Legal Status of Tenderer [Attach Copy]

Place of Registration [Attach Copy]

Principal Place of Business

1.2 Details of Individual (s) who will serve as the point of Contact / Communication for the Tenderer:

a. Name
b. Designation
c. Company
d. Address
e. Telephone / Mobile Number
f. email Address:

1.3 Particulars of the Authorised Signatory of the Tenderer

a. Name
b. Designation
c. Address
d. Telephone / Mobile Number

1.4 Total Value of Civil Engineering Construction Works 2018 – 19 _____
Executed and Payments received in the last five years 2019 – 20 _____
(in Rs. Lakh) 2020 – 21 _____
2021 – 22 _____
[Attach Certificate from Chartered Accountant] 2022 – 23 _____

1.5 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.4 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completi

								on of Work
1	2	3	4	5	6	7	8	9

1.6 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five Years specified in 1.4 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed[1]		Remarks (Indicate Contract Reference)
2018 – 19					
2019 – 20					
2020 – 21					
2021 – 22					
2022 – 23					

[1]

Items of Work for which Data is requested should tally with that specified in ITT Clause 3

1.7 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contract (Rs. Lakh)	Stipulated Period of Completion	Value of Works[2] remaining to be Completed (Rs. Lakh)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

[2] Attach Certificates from Employer in charge.

(B) Works for which Tenders already submitted

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Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.8. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[3]			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

[3] The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

1.10 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.

1.11 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

FORMAT OF BANKER'S CERTIFICATE /LINE OF CREDIT LETTER

[TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH]

Reference Number (SL. No) Place:

Date:

To:

The Managing Director

Bengaluru Smart City Limited

30/1, 3rd & 4th Floor, ~~3rd Floor,~~ Thimmaiah ~~Rd, Millers~~Road,

Tenderer

Executive Engineer
BenSCL

Millers Tank Bund Area, Vasanth Nagar,
Bengaluru, Karnataka 560052

This is to certify that Mrs/M/ s._____ [name of the customer having his/ their registered / administrative office at_____ _____ is a customer of our Bank and is/are engaged in _____ nature of activity]. If the said customer is allotted / awarded with_____[brief details of works], we may extend credit facilities upto to Rs _____ _____lakh, to meet his/ their working capital requirement towards the execution of the said work order as per the Loan -Policy of the Bank.

This certificate is valid upto three months from the date of issue that is

upto dd/mm/yyyy. Yours faithfully,

BRANCH MANAGER.

Note: No Change in the above Bank Certificate Format is acceptable.

Technical Bid

1.13 Proposals for Subcontracting Components of Works amounting to more than 20% of the Contract Price.

Item of Work	Value of Sub Contract	Identified Sub Contractor (Name and Address)	Experience of Similar Work[4]
DELETED	DELETED	DELETED	DELETED

[4] Attach Certificate from the respective Employers.

a. Information on Litigations in which the Tenderer is involved.

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

Tenderer

Executive Engineer BenSCL

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: **PLACEMAKING MARATHON 5.0 at LALBAGH CIRCLE WEST GATE ENTRY And NATIONAL GAMES VILLAGE KORAMANGALA**

To
Executive Engineer
Bengaluru Smart City Limited
30/1, 3rd & 4th Floor, ~~3rd Floor,~~ Thimmaiah ~~Rd, Millers~~Road, Millers Tank Bund Area, Vasanth Nagar,
Bengaluru, Karnataka 560052

Dear Sir

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].[5]

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

Technical Bid

[5] To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender

Tenderer

Executive Engineer BenSCL

Technical Bid

Letter of Acceptance

(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

This is to notify you that your Tender dated _____ for execution of the **PLACEMAKING MARATHON 5.0 AT LALBAGH CIRCLE WEST GATE ENTRY And NATIONAL GAMES VILLAGE KORAMANGALA, No. EE-2/TEND/01/2023-24, dated: 12-02-2024** for the Contract Price of Rupees (_____) [amount in both Words and Figures], as corrected and modified in Accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit, in the form detailed in Clause No. 25.5 of ITT for an amount of Rs. _____ within 20 days of the Receipt of this Letter of Acceptance valid upto 30 days from the Date of Expiry of Defects Liability Period i.e. upto _____ and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully

Authorized Signature

Name and Title of Signatory

Name of Agency

Tenderer

Executive Engineer
BenSCL

Issue of Notice to Proceed with the Work

(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for the **PLACEMAKING MARATHON 5.0 AT LALBAGH CIRCLE WEST GATE ENTRY And NATIONAL GAMES VILLAGE KORAMANGALA** for a Tender Price of Rs. _____. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

–

–

Agreement Form

Agreement

This Agreement, made on the _____ day of _____ 2024, between _____ [Name and Address of Employer] (hereinafter called "the Employer") of the one part and _____ [Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes **PLACEMAKING MARATHON 5.0 at LALBAGH CIRCLE WEST GATE ENTRY And NATIONAL GAMES VILLAGE KORAMANGALA**

No. EE-2/TEND/01/2023-24, dated 0122-02-2024 (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   i. Letter of Acceptance, Notice to proceed with the Works.
   ii. Contractor's Tender.
   iii. Contract Data.
   iv. Conditions of Contract (including Special Conditions of Contract).
   v. Specifications.
   vi. Drawings.
   vii. Bill of Quantities.
   viii. Minutes of Pre Tender Meeting and
   ix. Any other Document listed in the Contract Data as forming part of the Contract.

Tenderer

Executive Engineer
BenSCL

Technical Bid

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of
Signed, Sealed and Delivered by the said _____

in the Presence of
Binding Signature of Employer _____
Binding Signature of Contractor _____

Tenderer

Executive Engineer
BenSCL

Technical Bid

Tenderer

Executive Engineer
BenSCL

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

Bill of Quantities means the Priced and Completed Bill of Quantities forming part of the Tender.
Compensation Events are those defined in Clause 38 hereunder.
The **Completion Date** is the Date of Completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the Documents listed in Clause 2.2 below.
The **Contract Data** defines the Documents and other Information, which comprise the Contract.
The **Contractor** is a Person or the Employer has accepted Corporate Body who is Tender to carry out the Works.
The **Contractor's Tender** is the Completed Tender Document submitted by the Contractor to the Employer.
The **Contract Price** is the Price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Provisions of the Contract.
Days are Calendar Days; **Months** are Calendar Months.
A **Defect** is any Part of the Works not completed in accordance with the Contract.
The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the Party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's Machinery and Vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.
Materials are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.
Plant is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.
The **Site** is the Area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract

and any Modification or Addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to carry out a Part of the Work in the Contract which includes Work on the Site.

A **Variation** is an Instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.

i. Agreement.
ii. Letter of Acceptance, Notice to proceed with the Works.
iii. Contractor’s Tender.
iv. Contract Data.
v. Conditions of Contract (including Special Conditions of Contract).
vi. Specifications.
vii. Drawings.
viii. Bill of Quantities.
ix. Minutes of Pre Tender Meeting and
x. Any other Document listed in the Contract Data as forming Part of the Contract.

3. Law Governing Contract

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-contracting

Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the BBMP from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the Risks which this Contract states are Employer's Risks, and the Contractor carries the Risks which this Contract states are Contractor's Risks.

11. Employer's Risks

11.1 The Employer is responsible for the Excepted Risks, which are

a. Rebellion, Riot Commotion or Disorder unless solely restricted to Employees of the Contractor arising from the conduct of the Works; or

b. A Cause due solely to the Design of the Works, other than the Contractor's Design; or

c. Any Operation of the Forces of Nature (in so far as it occurs on the Site) which an Experienced Contractor

   i. Could not have reasonably foreseen; or

   ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following Measures.

   - Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or
   - Insure against such Loss or Damage.

12. Contractor's Risks

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the Performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

a. For Loss or Damage to the Works, Plants and Materials and the Contractor's Equipment;
b. For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for Damage to the Employer's Property other than the Works and
c. For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor's Personnel except to the Extent that Liability arises from the Negligence of the Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.

13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.

13.5 Both Parties shall comply with any Conditions of the Insurance Policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any Information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify Queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specifications and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence Execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the Approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the Design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's Responsibility for Design of the Temporary Works.

18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or Permanent Works, are subject to prior Approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be Responsible for the Safety of all Activities on the Site.

20. Discoveries

20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give Possession of all parts of the Site to the Contractor. If Possession of a Part is not given by the Date stated in the Contract Data, the Employer is deemed to have delayed the Start of the Relevant Activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

23. Instructions

23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

24. Procedure for Resolution of Disputes

24.1 If the Contractor is not satisfied with the Decision taken by the Employer, the Dispute shall be referred by either Party to Arbitration within 30 days of the Notification of the Employer's Decision.

24.2 If neither Party refers the Dispute to Arbitration within the above 30 days, the Employer's Decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the Arbitration Procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A Revised Program is to show the Effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 Days of the Contractor asking the Employer for a Decision upon the Effect of a Compensation Event or Variation and submitting Full Supporting Information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

28. Management Meetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

C. Quality Control

29. Identifying Defects

29.1 The Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found. Such Checking shall not affect the Contractor's Responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a Compensation Event.

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31. Correction of Defects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer's Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain Items for the Construction, Installation, Testing and Commissioning Work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the Quantity of the Work done at the Rate in the BOQ for each Item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the Progress of the Work by him.

a. Increase or decrease of any Item of Work included in the Bill of Quantities (BOQ).

b. Omit any Item of Work.

c. Change the Character or Quality or Kind of any Item of Work.

d. Change the Levels, Lines, Positions, Locations and Dimensions of any Part of the Work.

e. Execute Additional Items of Work of any kind necessary for the Completion of the Works and

f. Change in any Specified Sequence, Methods or Timing of Construction of any Part of the Work.

34.2 The Contractor shall be bound to carry out the Work in accordance with any Instructions in this Connection, which may be given to him in Writing by the Employer and such Alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an Order in Writing by the Employer, provided that no Order in Writing shall be required for Increase or Decrease in the Quantity of an Item appearing in the BOQ so long as the Work executed conforms to the Approved Drawings.

34.4 The Contractor shall promptly request in Writing to the Employer to confirm Verbal Orders and if no such Confirmation is received within 30 days of Request, failing which the work shall be carried out, as thogh there is no variation. In case variation is approved, BOQ shall accompany it failing which

the contractor shall be responsible for deviation if any. Further Approval of Govt. Has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for Increase in the Quantities of an Item in the BOQ upto 25% of that provided in the Bill of Quantities shall be made at the Rates quoted by the Contractor.

35.2 For Quantities in Excess of 125% of the Tendered Quantity of an Item as given in the BOQ, the Contractor shall be paid at the Rate entered in or derived from the Schedule of Rates (applicable for the Area of the Work and Current at the Time of Award of Contract) plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.3 If there is no Rate for the Additional, Substituted or Altered Item of the Work in the BOQ, Efforts would be made to derive the Rates from those given in the BOQ or the Schedule of Rates (Applicable for the Area of the Work and Current at the Time of Award of Contract) and if found Feasible, the Payment would be made at the Derived Rate for the Item plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.4 If the Rates for Additional, Substituted or Altered Item of Work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his Quotation for the Items supported by Analysis of the Rate or Rates claimed, within 7 days.

35.5 If the Contractor's Quotation is determined Unreasonable, the Employer may order the Variation and make a Change to the Contract Price which shall be based on Employer’s own Forecast of the Effects of the Variation on the Contractor's Costs.

35.6 If the Employer decides that the Urgency of Varying the Work would prevent a Quotation being given and considered without Delaying the Work, no Quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no Circumstances, the Contractor shall suspend the Work on the Plea of Non Settlement of Rates for Items falling under this Clause.

36. Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer Monthly Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of (i) Value of the Quantities of the Items in the BOQ Completed and (ii) Valuation of Variations and Compensation Events.

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously paid in the Light of Later Information.

37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law. The Employer shall pay the Contractor within 60 Days of Submission of the Bill. The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

38. Compensation Events

38.1 The following are Compensation Events unless they are caused by the Contractor.

a. The Employer does not give Access to a Part of the Site by the Site Possession Date stated in the Contract Data.
b. The Employer orders a Delay or does not issue Drawings, Specifications or Instructions Required for Execution of Works on time.
c. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon Work which is then found to have no Defects.
d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
e. The Effect on the Contractor of any of the Employer's Risks.
f. The Employer unreasonably delays issuing a Certificate of Completion.
g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause Additional Cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's Forecast Cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's Forecast is deemed Unreasonable, the Employer shall adjust the Contract Price based on Employer's own Forecast. The Employer will assume that the Contractor will react competently and promptly to the Event.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

39. Tax

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the Sales and Other Taxes that the Contractor will have to pay for the Performance of this Contract. The Employer will perform such Duties in regard to the Deduction of such Taxes at Source as per Applicable Law.

40. Price Adjustment: - Not Applicable

40.1 Contract Price shall be adjusted for increase or decrease in rates and Prices of Labour, Materials, Fuels and Lubricants in accordance with the following Principles and Procedures and as per the Formulae given in the Contract

Data.

a. The Price Adjustment shall apply for the Work done from the Date of Commencement upto the End of Original Period of Completion or Extensions granted by the Employer and shall not apply to Work carried out beyond the Stipulated Period of Completion for Reasons attributable to the Contractor.

b. Price Adjustment shall be admissible from the Date of Opening of Tenders (Original or Extended).

c. The Price Adjustment shall be determined during each quarter from the Formulae given in Contract Data.

d. Following Expressions and Meanings are assigned to the Work done during the quarter.

R = Total Value of Work done during the quarter. It will exclude Value for Works executed under Variations for which Price Adjustment (if any) will be worked out separately based on the Terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Provisions of this or other Clauses in the Contract, the Unit Rates included in the Contract shall be deemed to include Amounts to cover the Contingency of such other rise or fall in costs.

41. Liquidated Damages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date for the whole of the Works as stated in the Contract Data. The Total Amount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. Advance Payments

42.1 The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data by the Date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a Form acceptable to the Employer issued by a Nationalized / Scheduled Bank in Amounts equal to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts repaid by the Contractor. Interest will not be charged on the Advance Payment.

42.2 The Contractor is to use the Advance Payment only to pay for Mobilization Expenses required specifically for Execution of the Works. The Contractor

shall demonstrate that Advance Payment has been used in this way by Supplying Copies of Invoices or other Documents to the Employer.

42.3 The Advance Payment shall be repaid by Deducting Proportionate Amounts from Payments otherwise due to the Contractor, following the Schedule of Completed Percentages of the Works on a Payment Basis. No account shall be taken of the Advance Payment or its Repayment in assessing Valuation of the Work done, Variations, Price Adjustments, Compensation Events or Liquidated Damages.

43. Securities

43.1 The Security Deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form and Type of Instrument acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date and the End of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor’s Revised Account.

48. As Built Drawings and / or Operating and Maintenance Manuals

48.1 If “As Built” Drawings and / or Operating and Maintenance Manuals are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data, or they do not receive the Employer’s Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to

the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

49.2 Fundamental Breaches of Contract include, but shall not be limited to the following.

a. The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current Program and the Stoppage has not been authorized by the Employer.
b. Deleted
c. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
d. Deleted
e. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
f. The Contractor does not maintain a Security which is required.
g. The Contractor has delayed the Completion of Works by the Number of Days for which the Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and
h. If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in the Executing the Contract.

For the purpose of this paragraph "**Corrupt Practice**" means the Offering, Giving, Receiving or Soliciting of any thing of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "**Fraudulent Practice**" means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non Competitive Levels and to deprive the Borrower of the Benefits of Free and Open Competition.

49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for Convenience.

49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work

done Less Advance Payments received upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to apply to the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works and Less Advance Payments received upto the Date of the Certificate, Less other Recoveries due in Terms of the Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

51. Property

51.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor's Default.

52. Release from Performance

52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any Work carried out afterwards to which Commitment was made.

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be

treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at Bangalore, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. Additional Clause for inclusion

1. ***An amount of 1% shall be deducted from the contractor's bills & will be remitted to the Karnataka State Building and other construction workers welfare Board as per G.O. No. LD 300 LET 2006 Bangalore Dtd:18-01-2007.***

2. ***The originals of all the uploaded documents (as uploaded in e-portal) shall be furnished for verification within 3 days of opening of Technical bid. Noncompliance***

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3.

4. leads to rejection of Technical Bids.

5. The Qualification Information is to be furnished in prescribed format as per section-3 only. Failing which the Technical Bid is liable for rejection.

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY
FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi.
2. International Centre for Alternative Disputes Resolution (India).
3. Indian Roads Congress.
4. Indian Building Congress.
5. Indian Institute of Bridge Engineers.
6. Indian Institute of Public Health Engineers.
7. Institute of Water Works.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:
Clause Reference

- The Schedule of Operating and Maintenance Manuals [48]
- The Methodology and Program of Construction [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is :

Name: The Employer: **The Managing Director**, [1.1]

Address: 30/1, 3rd & 4th Floor,~~3rd Floor,~~ Thimmaiah ~~Rd, Millers~~Road, Millers Tank Bund Area,
Vasanth Nagar, Bengaluru, Karnataka 560052

Name of authorized Representative: **Executive Engineer-2**

Address: 30/1, 3rd & 4th Floor,~~3rd Floor,~~ Thimmaiah ~~Rd, Millers~~Road, Millers Tank Bund Area,
Vasanth Nagar, Bengaluru, Karnataka 560052

Tender Reference No: **No. EE/ /TEND/01/2023-24, dated 02-02-2024**
- DO NOT OPEN BEFORE the date mentioned in e-portal [1.1]

The Works consists of **"granite flooring, Interlock paving work blockwork and plastering and Landscape and electric and other allied works."** Etc.
[Brief summary, including relationship to other contracts under the Project].
The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is **Two Month (60 days)** with the following milestones - [17, 26]

Milestone	**Physical Work in percentage (%) to be completed (Cumulative)**	**Period from the Date of Issue of Notice to proceed with the Work**
Milestone 1	50%	1/2th of Period of Completion
Milestone 2	50%	Full Period of Completion

The Site Possession Date is immediately after issuing of work order [21]

The Site is located at **Lalbhagh west gate and NGV Koromangala Bengaluru** and is defined in drawing enclosed. [1.1]

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The Defects Liability Period is **One year** [31]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance[1]
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[2]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

The liquidated damages for the whole of the works are **0.1% of Contract Price** and that for the milestones are as under:

For Milestone: Full i.e 0.1% of Contract Price

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [41]

~~The amounts of the advance payment are: [42]~~

~~Nature of Advance~~	~~Amount (Rs.)~~	~~Conditions to be fulfilled~~
~~1. Mobilization~~	~~5% of the Contract price~~	~~On submission of un-conditional Bank Guarantee (to be drawn before end of 20% of Contract period)~~

~~(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).~~

~~Repayment of advance payment for mobilization: [42]~~

The advance loan shall be repaid with percentage deductions from

1

2

the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or **- months** from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26. [48]

The date by which "as built" drawing (in appropriate scale) in 2 sets are required is within 30 days of issue of certificate of completion of whole or section of the work as the case may be. [48]

"The date by which operating & maintenance manuals are required is within 30 days of issue of certificate of completion of whole or section of the work as the case may be [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs. 50000/-** [48]

The following events shall also be fundamental breach of the contract: [4

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's
Additional cost for completing the Works shall be 30 percent. [50.1]

The following documents are also part of the Contract:

Clause Reference

1.1 The Employer: **The Managing Director**
Address: 30/1, 3rd & 4th Floor,~~3rd Floor,~~ Thimmaiah ~~Rd, Millers~~Road, Millers Tank Bund Area,
Vasanth Nagar, Bengaluru, Karnataka 560052

Name of Authorized Representative: **Executive Engineer-2**
Bengaluru Smart City Limited
30/1, 3rd & 4th Floor,~~3rd Floor,~~ Thimmaiah ~~Rd,~~

~~Millers~~Road, Millers
Tank Bund Area, Vasanth Nagar,
Bengaluru, Karnataka 560052

1.1 The Name and Identification Number of the Contract: **PLACEMAKING MARATHON 5.0 At LALBAGH CIRCLE WEST GATE ENTRY And NATIONAL GAMES VILLAGE KORAMANGALA**
No. EE/ /TEND/01/2023–24, dated 02-02-2024

The Work consists of **granite flooring, Interlock paving work blockwork and plastering and Landscape and electric and other allied works**. In addition, Maintenance of all the Infrastructural Facilities developed for a Defect Liability Period of 1 years as per annexure-1.

1.1 The Start Date shall be **Date of Issue of Notice to Proceed with the Work**.

1.1 The Sites are located **along Reaches as detailed out in enclosed Key Maps**.

2.2 The following Documents also form part of the Contract: **N / A**

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13. Insurance requirements are as under:

Sl. No.	Type of Cover	Minimum Cover for Insurance for 12 months
i.	Works and of Plant and Materials	The Sum stated in the Agreement plus 20%
ii.	Loss or damage to equipment	Full Replacement Cost
iii.	Loss or damage to property of Third Party	Full Replacement Cost
iv.	Personal Injury or Death Insurance a. for Third Party b. for Contractor's Employees or Labour	 Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each. In accordance with the Statutory Requirements Applicable to Karnataka.

17. 26. The Intended Completion Date for the whole of the Works:**2 Months from the Start Date including monsoon with the following Milestones.**

Milestone	Physical Work in percentage (%) to be completed (Cumulative)	Period from the Date of Issue of Notice to proceed with the Work
Milestone 1	50%	1/2th of Period of Completion
Milestone 2	50%	Full Period of Completion

21. The Site Possession Date: **Immediately after the Issue of Work Order**.

21.1 The Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works: **within 10 days from the Date of Signing the Agreement**.

25. The Methodology and Program of Construction: **10 Days from the Date of Entering into Agreement.**

25. The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: **10 Days from the Date of Entering into Agreement.**

31. The Defects Liability Period is **12 Months, which will run**

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concurrently from the Date of the Physical Completion of the Project and on issuance of Physical Completion Certificate by the Competent Authority.

Technical Bid

40. **Price Adjustment Formula: Not Applicable**

R = Value of Work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for Labour Component

i. Price Adjustment for increase or decrease in the Cost due to Labour shall be paid in accordance with the following Formula.

VL = 0.85 X PL / 100 X R X (Li – Lo) / Lo

Where

VL = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in Rates for Local Labour

Lo = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter preceding the Date of Opening of Tenders as published by the Labour Bureau, Ministry of Labour, Government of India

Li = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

PL = Percentage of Labour Component of the Work

Adjustment for Cement Component

ii. Price Adjustment for Increase or Decrease in the Cost of Cement Component procured by the Contractor shall be paid in accordance with the following Formula.

VC = 0.85 X PC / 100 X R X (Ci – Co) / Co

Where

VC = Increase or Decrease in the Cost of the Work during the Quarter under consideration due to Changes in the Rates for Cement

Co = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter preceding the Date of Opening of the Tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Ci = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PC = Percentage of Cement Component of the Work

Adjustment for Steel Component

iii. Price Adjustment for Increase or Decrease in the Cost of Steel procured by the Contractor shall be paid in accordance with the following Formula.

VS = 0.85 X PS / 100 X R X (Si – So) / So

Where

VS = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Steel

So = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter preceding the Date of Opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Si = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PS = Percentage of Steel Component of the Work

Adjustment of Bitumen Component

iv. Price Adjustment for Increase or Decrease in the Cost of Bitumen shall be paid in accordance with the following Formula.

VB = 0.85 X PB / 100 X R X (Bi – Bo) / Bo

Where

VB = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rate for Bitumen.

Bo = The Official Retail Price of Bitumen at the IOC / HPCL / BPL or POL Depot at Mangalore, Karnataka on the day 30 days prior to the Date of Opening of Bids.

Bi = The Official Retail Price of Bitumen at the IOC / HPCL / BPL or POL Depot at Mangalore, Karnataka for the 15th Day of the Middle Calendar Month of the Quarter under consideration.

PB = Percentage of Bitumen Component of the Work.

Adjustment of Fuel and Lubricant Component:

v. Price Adjustment for Increase or Decrease in the Cost of Fuel and Lubricants shall be paid in accordance with the following Formula.

VF = 0.85 X PF / 100 X R X (Fi – Fo) / Fo

Where

VF = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Fuel and Lubricants.

Fo = The Official Retail Price of High Speed Diesel (HSD) at the IOC / HPCL / BPL or Consumer Pump at Bangalore on the day 30 days prior to the Date of Opening of Bids.

Fi = The Official Retail Price of HSD at the IOC / HPCL / BPL or Consumer Pump at Bangalore for the 15th Day of the Middle Calendar Month of the Quarter under consideration.

PF = Percentage of Fuel and Lubricant Component of the Work.

Note: For the Application of this Clause the Price of HSD has been chosen to represent Fuel and Lubricant Group.

Adjustment for Plant and Machinery Spares Component:

vi. Price Adjustment for Increase or Decrease in the Cost of Plant and Machinery Spares procured by the Contractor shall be paid in accordance with the following Formula.

VP = 0.85 X PP / 100 X R X (Pi – Po) / Po

Where

VP = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Plant and Machinery Spares.

Po = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter preceding the Date of Opening of Bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Pi = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PP = Percentage of Plant and Machinery Spares Component of the Work.

Note: For the application of this Clause index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares Group.

Adjustment for Other Materials:

vii. Price Adjustment for Increase or Decrease in the Cost of other Materials other than Cement, Steel, Bitumen, Fuel and Lubricants procured by the Contractor shall be paid in accordance with the following Formula.

VM = 0.85 X PM / 100 X R X (Mi – Mo) / Mo

Where

VM = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Local Materials other than Cement, Steel, Bitumen, Fuel and Lubricants.

Mo = The All India Average Wholesale Price Index for all Commodities for the Quarter preceding the Date of Opening of Bids as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Mi = The All India Average Wholesale Price Index for all Commodities for the Quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

PM = Percentage of other Material Component (Other than Cement, Steel, Bitumen, Fuel and Lubricants) of the Work.

The following Percentages will govern the Price Adjustment for the entire Contract:

Sl. No.	items	Percentage
1	Labour – P_L :	---%
2	Cement – P_C :	---%
3	Steel – P_S :	---%
4	Bitumen – P_B :	----%

5	Fuel and Lubricants – P_F :	----%
6	Plant and Machinery Spares – P_P :	----%
7	Other materials – P_M :	----%
	TOTAL :	**100.0 %**

41. The Liquidated Damages for the whole of the Works are **0.1% of the Final Contract Price** per day.

41. The Maximum Amount of Liquidated Damages for the whole of the Works: **10% of Final Contract Price.**

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42. The Amounts of the Advance Payment are

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract Price	On submission of Unconditional Bank Guarantee. (To be drawn before end of 20% of Contract Period).

(The Advance Payment will be paid to the Contractor no later than 30 days after fulfillment of the above Conditions).

42. **Repayment of Advance Payment for Mobilization**
The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such Payments to the Contractor has reached not less than 15% of the Contract Price and shall be made at the Rate of 7.5% of the Amounts of all Interim Payment Certificates until such time as the Loan has been repaid, always provided that the Loan shall be completely repaid prior to the Expiry of the Original Time for Completion pursuant to Clauses 17 and 26.

48. The Date by which "As Built Drawings" (in scale **1:100**) in 3 sets are required is within **30 days** of Issue of Certificate of Completion.

48. The Amount to be withheld for failing to supply "As Built Drawings" by the date required is **Rs. 1,00,000/-**.

49.2 The following Events shall also be Fundamental Breach of the Contract.
1. The Contractor has contravened Clauses 7 and 9 of CC.

50.1 The Percentage to apply to the Value of the Work not completed representing the Employer's Additional Cost for completing the Works shall be **30%**.

SECTION 7: Specifications

SECTION 8: Drawings

Drawings are uploaded in the Karnataka Public Procurement Portal.

SECTION 9: Financial Bid

Financial Bid (Bill of Quantities) is uploaded in the Karnataka Public Procurement Portal.
(enclosed separately)

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Technical Bid

Note to Bill of Quantities:

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).

2. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.

3. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern
   [Refer ITT Clause 24.1(a)].

4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern [Refer ITT Clause 24.1 (b)].

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SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [Name of Employer]
_____ [Address of Employer]

WHEREAS _____ [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs._____ [Amount of Guarantee][7] Rupees_____ [in Words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee][8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no Change or Addition to or other Modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This guarantee shall be valid until 30 days from the Date of Expiry of the Defects Liability Period.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

[7] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

8 An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

SECTION 11: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
Chief Commissioner
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

In accordance with your **PLACEMAKING MARATHON 5.0 at LALBAGH CIRCLE WEST GATE ENTRY And NATIONAL GAMES VILLAGE KORAMANGALA No. EE/ /TEND/01/2023–24, dated 02-02-2024**, (hereinafter called "the Tender"), M/s. _____ one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at _____, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. _____ (Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, _____ (Name of Bank) of _____ (Name of Country) having our Registered Office at _____ (hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002 (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this _____ day of _____ 2024.

The Conditions of this Obligation are:

1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
   a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or

b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.
This Guarantee will remain in force upto and including _____ (Date) i.e. 135 (one hundred and Thirty Five) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date _____

Signature of the Bank _____
Seal of the Bank _____

Signature of the Witness _____

Name and Address of the Witness _____

General Conditions for Eligible Tenderers

1. Tenders from Joint ventures are not acceptable.
2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
3. The Bidder shall ensure credit of Tender document fee and Bid security (EMD) in mentioned format of https://eprocure.gov.in on or before the last date of bid submission.
4. The tenderers are required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of portal due to internet connectivity issues and technical glitches.
5. Conditional Tenders will not be accepted.
6. The Competent Authority reserves the right to reject any or all the tenders without assigning any reasons.
7. All documents enclosed in support of technical bids, shall be attested by a Gazette officer not below the rank of District Level officer, otherwise the bids are liable for disqualification. Failure to produce original documents for verification leads to disqualification of technical bid.
8. Only relevant certificates and details shall be furnished with the technical bid. Details of Company / Agency / Firm profile to be enclosed.
9. The Royalty, Labour welfare fund & other deductions will be deducted as per prevailing Govt. orders.
10. The Tenderer’s / Supplier / Contractor's bid will be evaluated only on confirmation of receipt of Payment of EMD.
11. The contractor has to thoroughly study the tender documents and fill up all the proforma as per requirement.
12. Bidders should be eligible Civil contractor registered in KPWD.
13. Any other details regarding the work can be obtained from the above office during the office hours.
14. In the case of the death of a contractor after executing the agreement/ commencement of the work, his legal heir, if an eligible registered contractor & willing, can execute & complete the work at the accepted tender rates irrespective of the cost of the work.
15. As per the Karnataka Government order LD/300/LET/2006 Bangalore dated 01-01-2007 & Government letter No.PW/134/BMS/2007 dated 27.07.2007 a sum amounting to 1% of the bill amount will be deducted towards constructions labour welfare fund.
16. The documents such as, invoices, sale deed, Work Done Certificate, Turnover, profit loss Account and any other document uploaded should be legible / readable, otherwise such documents will not be considered for evaluation of the Tender.

Tenderer

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Technical Bid

17. During the course of execution, the traffic may be regulated in accordance with guidelines laid down vide Ministry's letter No.NHIII-33 (126)/72 dated 20-03-1973. Smooth flow of the traffic may be ensured by providing adequate traffic control devices in accordance with stipulation of IRC: SP: 55: 2001.

18. Photo/ Video record of the work before/during and after construction shall be made available in digital form.
19. The roughness index of the treated reach shall be brought to 2000 mm/km & also as per Special condition.
20. Original EMD, Original Banker's certificate and Receipt for payment of Tender document fee through Bharathkosh Portal should be submitted before opening of technical bid (date and time as stipulated in e-portal). Non submission leads to rejection of Technical Bids.
21. The originals of all the uploaded documents (as uploaded in e-portal) shall be furnished for verification within 3 days of opening of Technical bid.
    Non compliance leads to rejection of Technical Bids.

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